

PROTECTIVE COVENANTS

TIMBERIDGE TOWNHOMES
DENTON, TEXAS

24643

DEED RECORDS

PART A. PREAMBLE.

The following restrictions, covenants, reservations, conditions and limitations are hereby established and the land hereinafter described as TIMBERIDGE TOWNHOMES, is held and shall be conveyed subject to such restrictions, covenants, reservations, conditions, and limitations, and shall apply to the owner or purchaser, their heirs, assigns, successors, devisees, and administrators as hereinafter set forth, to-wit:

All that certain tract or parcel of land situated in the S.C. Hiram Survey, Abstract No. 616, Denton County, Texas, being a part of a certain (called) 1.335 acre tract "B" deeded by V.W. Redman to Randy Feucht Construction, Inc. on the 19th day of March, 1981 recorded in Volume 1066, Page 431, Deed Records of said County, and being more fully described as follows;

BEGINNING at the Southmost Southeast corner of said 1.335 acre tract "B" an iron pin in the North Right-of-Way of Hopkins Drive;

THENCE N 00 degrees 20' 43" W a distance of 174.84 feet to an iron pin;

THENCE S 88 degrees 42' 07" E a distance of 99.81 feet to an iron pin;

THENCE N 00 degrees 03' 06" W a distance of 163.60 feet;

THENCE S 89 degrees 56' 54" W a distance of 42.67 feet;

THENCE N 88 degrees 22' 27" W a distance of 64.03 feet;

THENCE S 89 degrees 44' 40" W a distance of 42.67 feet;
THENCE S 00 degrees 15' 20" E a distance of 251.21 feet
to an iron pin;

THENCE S 41 degrees 51' 04" W a distance of 48.06 feet
to an iron pin in the Northeast Right-of-Way of Dallas
Drive;

THENCE S 48 degrees 00' 55" E with said Right-of-Way a
distance of 76.50 feet to an iron pin in the North
Right-of-Way of Hopkins Drive;

THENCE S 88 degrees 58' 13" E with said Right-of-Way a
distance of 24.89 feet to the Point-of-Beginning and
containing 0.772 acres of land.

COMMON AREA TRACT "A"

All that certain tract or parcel of land situated in
the S.C. Hiram Survey, Abstract No. 616, Denton County,
Texas, and being a part of a certain (called) 1.335 acre
tract "B" deeded by V.W. Redman to Randy Feucht
Construction, Inc. on the 19th day of March, 1981 recorded
in Volume 1066, Page 431, Deed Records of said County, and
being more fully described as follows;

BEGINNING at the Southmost Southeast corner of said
1.335 acre tract "B" an iron pin in the North Right-of-Way
of Hopkins Drive;

THENCE N 00 degrees 20' 43" W a distance of 174.84 feet
to an iron pin;

THENCE S 88 degrees 42' 07" E a distance of 87.81 feet
to an iron pin;

THENCE N 00 degrees 03' 06" W a distance of 10.72 feet;

THENCE S 89 degrees 56' 54" W a distance of 30.67 feet;

THENCE N 00 degrees 03' 06" W a distance of 133.67
feet;

THENCE N 89 degrees 56' 54" E a distance of 30.67 feet;

THENCE N 00 degrees 03' 06" W a distance of 18.92 feet;

THENCE S 89 degrees 14' 41" W a distance of 30.67 feet;

THENCE N 88 degrees 22' 27" W a distance of 64.03 feet;

THENCE S 89 degrees 44' 40" W a distance of 30.67 feet;
THENCE S 00 degrees 15' 20" E a distance of 20.00 feet;
THENCE N 89 degrees 44' 40" E a distance of 30.67 feet;
THENCE S 00 degrees 15' 20" E a distance of 95.67 feet;
THENCE S 89 degrees 44' 40" W a distance of 30.67 feet;
THENCE S 00 degrees 15' 20" E a distance of 10.00 feet
to an iron pin;

THENCE S 89 degrees 44' 40" W a distance of 12.00 feet
to an iron pin;

THENCE S 00 degrees 15' 20" E a distance of 124.70 feet
to an iron pin;

THENCE S 41 degrees 54' 04" W a distance of 48.06 feet
to an iron pin in the Northeast Right-of-Way of Dallas
Drive;

THENCE S 48 degrees 00' 55" E with said Right-of-Way a
distance of 76.50 feet to an iron pin in the North
Right-of-Way of Hopkins Drive;

THENCE S 88 degrees 58' 13" E with said Right-of-Way a
distance of 24.89 feet to the Point-of-Beginning and
containing 0.531 acres of land.

OWNER OF PROPERTY:

RANDY FEUCHT CONSTRUCTION, INC.

PART B. APPLICATION OF COVENANTS.

FULLY PROTECTED RESIDENTIAL AREA. The residential
area covenants in Part C in their entirety apply to the real
property as described in Part A.

ARCHITECTURAL CONTROL. Following initial
construction of residential improvements no building shall
be erected, placed, or altered on any lot until the

construction plans and specifications and a plan showing the location of the structure have been approved by the Board of Directors of the Association as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

A majority of the Board of Directors may designate a representative to act for it. In the event of death or resignation of any Board member, the remaining members shall have full authority to designate a successor. Neither the Board of Directors, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the residences shall have the power through a duly recorded written instrument to change the membership of the Board of Directors or to withdraw from the Board of Directors or restore to it any of its powers and duties.

PROCEDURE. The Board of Directors of the Association's approval or disapproval as required in these covenants shall be in writing. In the event the Board, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

FENCES. No fence shall be constructed or allowed to remain in front of any residence.

VEHICLES. Vehicles with tonnage in excess of one (1) ton shall not be permitted to park on the streets or driveways over night, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time. No vehicle repairs necessitating the vehicle to remain in parts or in any way unassembled for a period exceeding twenty-four (24) consecutive hours are to be made or attempted on any part of the property. Any vehicle remaining in the above referenced state for a period exceeding twenth-four (24) consecutive hours will be deemed to be an abandoned vehicle. Any vehicle deemed to be abandoned may be promptly removed from the property at the owner's expense.

PARKING. Parking for two (2) vehicles for each residential improvement shall be assigned by the Developer. The Owner of each residential improvement shall have the right of exclusive use and possession of the parking assigned that residential improvement.

NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ROOF STRUCTURES. No attenas for sending or receiving any radio or television signals shall be erected or maintained on the roof of any residence, or on any residential lot, except within the residence.

PART C. RESIDENTIAL AREA COVENANTS.

LAND USE AND BUILDING TYPE. No residential improvement shall be used except for residential purposes. No building shall be erected, altered, placed or permitted

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to remain on any lot other than one single-family dwelling not to exceed two stories in height.

DWELLING SIZE. The floor area of the main structure, exclusive of open porches, shall be not less than one thousand and one hundred (1,100) square feet.

SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Development to advertise the property during the construction and sales period.

PART D. GENERAL PROVISIONS.

TERM. These covenants and conditions set out and contained herein are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 2001, after which time such covenants and restrictions shall automatically be extended for successive periods of ten years each, unless an instrument signed by a majority of the then owners of the residential improvements has been recorded, agreeing to change such covenants in whole or in part.

EASEMENTS. All esements are reserved as shown on the recorded plat; the residences covered hereby are subject to said easements; it is further provided that no fence or other obstruction shall be placed or allowed to remain on or in any easement, and that full ingress and egress shall be had at all times over any easement together with the right to remove any obstruction that may be placed in such easement. The Developer further hereby retains an easement of ingress and egress so long as any of the property is being developed or improved.

OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any property described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the property. No derrick or other structure designed or used in boring for oil or natural gas shall be erected, maintained or permitted upon the property.

ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept by any owner in or around any residential improvement, except that one (1) dog or one (1) cat or other household pet may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

GARBAGE AND REFUSE DISPOSAL. No residential improvement shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

SIGHT OBSTRUCTIONS. No tree, shrub, plant or any structure or any kind shall be so placed or maintained in an area of vehicular traffic so as to substantially interfere with or otherwise obstruct or impair the safe operation of any vehicle.

WATER SUPPLY. No individual water supply system shall be permitted on the property.

SEWAGE DISPOSAL. No individual sewerage disposal system shall be permitted on the property.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any property herein described at any time as a residence either temporarily or permanently.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, I have set my hand this 2nd day of Sept., 1982.

RANDY FEUCHT CONSTRUCTION, INC.

BY: Randy Feucht, President

STATE OF TEXAS *

COUNTY OF DENTON *

BEFORE ME, the undersigned, on this day personally appeared Randy Feucht of RANDY FEUCHT CONSTRUCTION, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the

capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd
day of Sept., 1982.

Kathie Naddoor

Notary Public in and for
Denton County, Texas

My Commission Expires:

3-17-86



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248,43

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Return to:
Wick and Assoc
223 W. Winbury St
Denton, TX 76201

FILED FOR RECORD 3rd DAY OF September A.D. 1982, at 8:31 ^{A.} M.
RECORDED 2nd DAY OF September A.D. 1982.
MARY JO HILL, COUNTY CLERK, DENTON COUNTY, TEXAS.
BY: Harlie Wood DEPUTY.